

## Amendment 130

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 130 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 18<sup>th</sup> day of August, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to support Sound Transit's (ST) upgrade to a new hardware firewall. This work is performed per CR-002627 *ST Firewall Replacement v2*.
- C. The parties agree that the work necessary to reconfigure the RFCS Firewall and VPN Tunnel will be performed and compensated as described below.

## **Agreement**

### **Section 1.0 Description of Work**

- 1.1 The Contractor will perform the work necessary to provide technical assistance to support ST's upgrade to a new firewall and minimize any data communication disruption between the ST ORCA production system (DAC's) and the Central Clearinghouse in Concord. The Contractor will:
- (a) Coordinate and schedule the work with ST
  - (b) Create and configure the new tunnel setup. ST will perform network changes
  - (c) Switch from the old VPN tunnel and process on the new VPN tunnel

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### **Section 2.0 Compensation Changes**

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## **VI. IMPLEMENTATION**

### **SPECIAL PROGRAMS**

|                          |
|--------------------------|
| <b>LUMP SUM<br/>COST</b> |
|--------------------------|

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|   |               |
|---|---------------|
| To perform work to support ST's upgrade to a new hardware firewall. |               |
| <b>TOTAL</b>  | <b>\$1035</b> |

### Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Thirty shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

#### ERG Transit Systems (USA) Inc.

By: *Michael L. Cook*  
Its: *GM*  
Date: *8-17-11*

#### The Agencies

By: *Candace Carlson*  
Their: *operations manager*  
On behalf of the Agencies  
Date: *August 18, 2011*